
United States
Circuit Court of Appeals

For the Ninth Circuit.

FIREMAN'S FUND INSURANCE COMPANY, a
Corporation, Claimant of the Steamship "PRIN-
CESS VICTORIA," Her Engines, etc.
Appellant,

vs.

CANADIAN PACIFIC RAILWAY COMPANY, a
Corporation of the Dominion of Canada, Owner
of the Steamship "PRINCESS VICTORIA,"
Her Engines, etc., PACIFIC ALASKA NAVI-
GATION COMPANY, a Corporation, and
ALASKA PACIFIC STEAMSHIP COM-
PANY, a Corporation, Claimants,
Appellees.

In the Matter of the Petition of the CANADIAN
PACIFIC RAILWAY COMPANY, a Corpora-
tion of the Dominion of Canada, Owner of the
Steamship "PRINCESS VICTORIA," for
Limitation of Liability.

Apostles on Appeal.

Upon Appeal from the United States District Court for
the Western District of Washington, Northern Division.

Filed

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United States

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Appellant,

vs.

CANADIAN PACIFIC RAILWAY COMPANY, a Corporation of the Dominion of Canada, Owner of the Steamship "PRINCESS VICTORIA," Her Engines, etc., PACIFIC ALASKA NAVIGATION COMPANY, a Corporation, and ALASKA PACIFIC STEAMSHIP COMPANY, a Corporation, Claimants,

Appellees.

In the Matter of the Petition of the CANADIAN PACIFIC RAILWAY COMPANY, a Corporation of the Dominion of Canada, Owner of the Steamship "PRINCESS VICTORIA," for Limitation of Liability.

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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in italic; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in italic the two words between which the omission seems to occur.]

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*In the United States District Court for the Western
District of Washington, Northern Division.*

IN ADMIRALTY—No. 2829.

In the Matter of the Petition of the CANADIAN
PACIFIC RAILWAY COMPANY, a Cor-
poration of the Dominion of Canada, Owner
of the Steamship "PRINCESS VIC-
TORIA," for Limitation of Liability.

Names and Addresses of Attorneys of Record.

Names and Addresses of Proctors for Petitioner,
Canadian Pacific Railway Company:

W. H. BOGLE, CARROLL B. GRAVES, E. T.
MERRITT, LAURENCE BOGLE, 610
Central Building, Seattle, Washington.

Names and Addresses of Proctors for Claimants,
Pacific Alaska Navigation Company and
Alaska Pacific Steamship Company:

B. S. GROSSCUP, W. C. MORROW, Bank of
California Bldg., Tacoma, Wash.

RICHARD SAXE JONES, CHARLES F.
RIDDELL, Colman Bldg., Seattle, Wash.

Names and Addresses of Proctors for Claimant,
Fireman's Fund Insurance Company:

EDWARD J. McCUTCHEON, WARREN OL-
NEY, Jr., CHARLES W. WILLARD,
IRA A. CAMPBELL, Merchants Ex-
change Bldg., San Francisco, California.

[1*]

*Page-number appearing at foot of page of original certified Apostles
on Appeal.

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R. A. BALLINGER, ALFRED BATTLE, R.
A. HULBERT, BRUCE C. SHORTS,
Alaska Building, Seattle, Washington.

[2]

*In the United States District Court for the Western
District of Washington, Northern Division.*

IN ADMIRALTY—No. 2829.

In the Matter of the Petition of the CANADIAN
PACIFIC RAILWAY COMPANY, a Cor-
poration of the Dominion of Canada, Owner
of the Steamship "PRINCESS VIC-
TORIA," for Limitation of Liability.

Statement.

Proceeding was commenced by filing of Petition
of Canadian Pacific Railway Company for Limita-
tion of Liability on August 29, 1914.

NAMES OF PARTIES.

Canadian Pacific Railway Company, a corporation,
petitioner.

Pacific Alaska Navigation Company and Alaska
Pacific Steamship Company, claimants.

Fireman's Fund Insurance Company, Claimant
and Appellant herein.

Dates when pleadings were filed.

Petition for limitation of liability, August 29, 1914.

Monition, September 9, 1914.

Citation was issued, duly published and filed on
December 15, 1914.

Answer and claim of Fireman's Fund Insurance

Company (pursuant to extention of time duly authorized), January 27, 1915.

Interlocutory decree of limitation of liability, November 5, 1915.

Stipulations relating to claim of Fireman's Fund Insurance Company, dated August 26, 1915, and June 12, 1916, filed August 24, 1916.

Order and decree allowing claim of Fireman's Fund Insurance Company, signed and filed, August 24, 1916.

REFERENCE TO COMMISSIONER.

Matter was referred to Commissioner A. C. Bowman by order [3] dated Sept. 3, 1914, for purpose of receiving claims. No testimony on claims was taken before Commissioner.

On Dec. 15, 1914; Dec. 28, 1914; Jan. 14, 1915; Jan. 23, 1915; Feb. 17, 1915. Commissioner filed report of all claims received by him, together with the claims.

TIME OF TRIAL.

The principal amount of the claim of Fireman's Fund Insurance Company having been agreed upon by stipulation dated June 12, 1916, the matter was on said date, pursuant to said stipulation, brought on for hearing upon the question of the right of said claimant to interest upon said amount.

The Court orally announced its decision allowing the principal amount of said claim but disallowing and refusing interest thereon prior to said date of hearing, and on August 24, 1916, formal decree in accordance with such decision was signed and filed.

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Fireman's Fund Insurance Company on August 24, 1916, served and filed its Notice of Appeal, Assignment of Errors, Cost Bond on Appeal and Notice of Filing same.

On August 24, 1916, a stipulation relating to contents of Apostles on Appeal was signed and filed.
[4]

United States District Court for the Western District of Washington, Northern Division.

IN ADMIRALTY—No. 2829.

In the Matter of the Petition of the CANADIAN PACIFIC RAILWAY COMPANY, a Corporation of the Dominion of Canada, Owner of the Steamship "PRINCESS VICTORIA," for Limitation of Liability.

Petition for Limitation of Liability.

The libel and petition of the Canadian Pacific Railway Company, owner of the steamship "Princess Victoria," her engines, boilers, tackle, apparel and furniture, in a cause of limitation of liability civil and maritime, alleges as follows:

I.

That the petitioner and libelant is and was at the time hereinafter mentioned the sole owner of the Canadian Steamship "Princess Victoria," of 1943 gross and 785 net tons, which said steamer is now lying in the port of Seattle and within the jurisdiction of this Honorable Court.

II.

That on the 25th day of August, 1914, about the

hour of eleven P. M., said steamship "Princess Victoria" left the port of Vancouver in the Province of British Columbia, Dominion of Canada, with passengers and cargo bound for the port of Seattle in the State of Washington; that at the time of leaving the port of Vancouver, and at all other times herein mentioned, said steamship "Princess Victoria" was properly manned and equipped and had a full complement of officers and seamen aboard, and was in all respects [5] staunch, tight and set-worthy.

III.

That while on said voyage from the port of Vancouver, and about 4 o'clock in the morning of August 26, 1914, the said steamship encountered considerable fog and smoke, she being then in the vicinity of Smith Island; that upon encountering said fog and smoke the master of said vessel was immediately called and came on watch, and was thereafter in full control of the navigation and management of said steamship; that upon encountering said fog and at all times hereinafter mentioned, a competent and careful lookout was kept and maintained, and a competent quartermaster was kept at the wheel of said steamship attending to his duties; that upon encountering said fog said steamship proceeded with caution, sounding her fog-whistle at regular intervals as required by law. That said steamship proceeded on her voyage until she had reached the vicinity of Double Bluff, being a point on the south-westerly portion of Whidbey Island, at which time her course was changed so as to carry her safely by

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Point No Point; that at the time of changing her course at Double Bluff the fog-horn at Point No Point was plainly heard and shortly thereafter the fog-whistle of a vessel was heard off to the starboard of the "Princess Victoria"; that upon hearing said whistle, and determining that the same was proceeding from an approaching vessel, the fog-whistles of the "Princess Victoria" were quickened and her engines were stopped and put astern in order to check the headway of the said steamship and to bring her to a standstill in the water; that shortly thereafter the said approaching steamer, which proved to be the steamer "Admiral Sampson," suddenly emerged from the fog, going at a high rate of speed on a course directly across the bow of the "Princess Victoria" and in a very close proximity to said steamship "Princess Victoria"; and almost immediately thereafter the two steamers came into collision, the port side of the steamer "Admiral Sampson" [6] at a point about opposite her after hatch, coming in to collision with the bow of the "Princess Victoria," inflicting considerable damage to both vessels, as a result of which the steamer "Admiral Sampson" sank shortly afterwards, some of her crew and passengers being drowned and others injured, and her entire cargo either lost or damaged. That said "Princess Victoria" was also severely damaged by reason of said collision, a large hole about twenty feet in length and several feet in width being stove in her bow, and a number of plates cracked and damaged, the exact extent of which damage is not known at

this time, but according to the petitioner and libelant's information and belief, said petitioner and libelant and said "Princess Victoria" have been damaged by reason of said collision in the sum of approximately twenty thousand dollars (\$20,000); that notwithstanding such damages, the "Princess Victoria" after using every effort to save the passengers and crew of the "Admiral Sampson," and after having saved a large portion thereof, succeeded in making the port of Seattle under her own steam, where she is now lying.

IV.

On information and belief, petitioner avers that the value of said steamship "Princess Victoria" after the said collision and at the close of said voyage, did not exceed the sum of two hundred and fifty thousand dollars (\$250, 000), and that the pending freight and passenger money for said voyage did not exceed the sum of eight hundred dollars (\$800.00).

V.

That the said collision, and damage consequent thereto, was in no wise caused by the fault of the said steamship "Princess Victoria," her master, officers or crew, but solely by reason of the [7] negligence of those on board of and in charge of the said steamer "Admiral Sampson," in that she was proceeding at an excessive rate of speed in the condition of fog existing at and in the vicinity of the point of collision, and in that she was not sounding her fog-signals in the manner as required by law, and in that she changed her course and attempted to cross the bow of the steamer "Princess Victoria"

when said vessels were in close proximity, and in that she was not properly navigated in other respects, as will be shown on the trial of this cause.

VI.

That said collision happened and the loss, damages and injury above referred to were done, occasioned and incurred without fault on the part of the petitioner and without its privity or knowledge. Nevertheless, a certain libel has been filed against said steamship "Princess Victoria" by reason of the said collision and accident, by the Alaska Pacific Steamship Company, a corporation, and Pacific Alaska Navigation Company, a corporation, as owner and charterer respectively of the steamer "Admiral Sampson"; that said libel is numbered 2825 on the records and files of this court, and the libelants therein claim to recover damages sustained by them as follows:

| | |
|--|-----------|
| For loss of said steamship "Admiral Sampson"..... | \$500,000 |
| For loss of cargo, freight, baggage and effects..... | 150,000 |
| For loss of the baggage and effects of the master and mariners aboard the said "Admiral lision"..... | 15,000 |
| For expenses arising out of said collision | 15,000 |

The total claim of libelants being the sum of \$670,000

That the said steamship "Princess Victoria" has been seized under process in said action and is now in the custody of the United States Marshal; that the proctors for libelants in said action are W. C. Morrow and Jones & Riddell, Colman Building, Seattle. [8]

That in addition to the said libel, which is the only claim of which petitioner now has knowledge, it is feared that other suits or actions may be brought against it or against the steamship "Princess Victoria" by other parties who may have or claim to have sustained loss, damage or injury by reason of said collision, and petitioner avers that the amount of the claim in the suit which has already been begun against said steamship "Princess Victoria" far exceeds the value of its interest in said steamship and her freight and passage money pending.

VII.

Petitioner desires to claim the benefits of the provisions of sections 4283, 4284 and 4285 of the Revised Statutes of the United States and the acts amendatory thereof and supplemental thereto, in this proceeding, by reason of the facts and circumstances hereinabove set forth, petitioner further desires to contest its liability and the liability of the said steamship "Princess Victoria" to any extent whatever, for any and all loss, destruction, damage and injury of whatsoever kind caused by and resulting from the collision aforesaid, and to that end desires an appraisalment of the value of said steamship "Princess Victoria" in the condition in which she was at the time of her arrival in the port of Seattle

after the said collision, at the completion of said voyage, and for that purpose your petitioner asks that such appraisement be made by three commissioners or appraisers to be appointed by this Court, or by such other means as this Court may direct, and your petitioner is willing and ready to give a stipulation, with sureties approved by this Court, for the payment of the amount of such appraisement whenever such payment shall be ordered by this Court, in case it is found that this petitioner or the said steamship "Princess Victoria" is liable for any damage resulting from said collision. [9]

VII.

All and singular the premises are true within the admiralty and maritime jurisdiction of this Honorable Court.

WHEREFORE, petitioner prays that this Court will cause due appraisement to be had of the said steamship "Princess Victoria" at the close of said voyage after the said collision and her freight and passenger moneys then pending, and will make an order for the payment of the same into court or for the giving of a stipulation, with sureties, providing for the payment thereof, as ordered by the Court; that the Court will issue a monition to all persons claiming damages for any and all loss, destruction, damage or injury caused by or resulting from the collision aforesaid, citing them to appear before the United States Commissioner to be named by this Court, and to make due proof of their respective claims at or before a certain time to be fixed by said writ, and also to appear and answer on oath the alle-

gations of this petition according to law and the practice of this Court, and that the Court will issue its injunction restraining the prosecution of the aforesaid libel by the Alaska Pacific Steamship Company, a corporation, and Pacific Alaska Navigation Company, a corporation, and the commencement and prosecution hereafter of all and any suit or suits, action or actions, or legal proceedings of any nature or description whatsoever except in this proceeding, against the petitioner herein or the steamship "Princess Victoria" in respect of any claim or claims of any kind or nature arising out of said collision, and that this Court in this proceeding will adjudge that the petitioner and said steamship "Princess Victoria" are not, and that neither of them is, liable to any extent for any such loss, damage or injury, or if it shall adjudge that they are or either of them is liable, then that the liability of the petitioner be limited to the amount of the value [10] of its interest in said steamship and her freight and passenger moneys pending at the close of said voyage after said collision, and that the moneys paid or secured to be paid as aforesaid be divided *pro rata* among such claimants as may duly prove their claims before the United States Commissioner heretofore referred to, saving to all parties any priority to which they may be legally entitled, and that petitioner may have such other and further relief as it may be entitled to under

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the rules and practice of this court in maritime matters.

CANADIAN PACIFIC RAILWAY COMPANY.

By E. E. PENN,

General Agent P. D., Petitioner.

BOGLE, GRAVES, MERRITT & BOGLE,

Proctors for Petitioner. [11]

United States of America,

Western District of Washington,—ss.

E. E. Penn, being first duly sworn, on oath deposes and says: That he is the General Agent Passenger Dep't of Canadian Pacific Railway Company, the petitioner above named, and makes this verification in its behalf as such officer; that he has read the foregoing petition, knows the contents thereof, and that the statements therein contained are true, as he verily believes.

E. E. PENN.

Subscribed and sworn to before me this 29th day of August, 1914.

[Seal]

F. T. MERRITT,

Notary Public in and for the State of Washington,
Residing at Seattle.

(Filed Aug. 29, 1914.) [12]

*In the United States District Court for the Western
District of Washington, Northern Division.*

IN ADMIRALTY—No. 2829.

In the Matter of the Petition of the CANADIAN
PACIFIC RAILWAY COMPANY, a Cor-
poration, of the Dominion of Canada, Owner
of the Steamship "PRINCESS VICTORIA,"
for the Limitation of Liability.

Monition.

The President of the United States of America, to
the Marshal of the United States for the West-
ern District of Washington, Northern Division,
Greeting:

WHEREAS, a libel and petition were filed in the
District Court of the United States for the Western
District of Washington, Northern Division, by the
Canadian Pacific Railway Company, owner of the
steamship "Princess Victoria," for a limitation of
its liability concerning the loss, damage or injury
arising out of or occasioned by that certain voyage
of the steamship "Princess Victoria" commencing
at Vancouver, B. C., Dominion of Canada, on Au-
gust 25th, 1914, at eleven o'clock P. M., and ending
at Seattle, Washington, on August 26th, 1914, at
about ten o'clock A. M., whether the same arose out
of or by reason of the collision between the said
steamship "Princess Victoria" and the steamship
"Admiral Sampson" on the morning of August 26,
1914, while said steamship "Princess [13] Vic-

toria" was on the aforesaid voyage, or otherwise, for the reasons and causes in said libel and petition mentioned, and praying that a monition of the said Court in that behalf be issued and that all persons claiming damages for any such loss, damage or injury may be thereby cited to appear before the said Court and make due proof of their respective claims, and all proceedings being had, that if it shall appear that the said petitioner is not liable for any such loss, damage or injury, it may be so finally decreed by this Court; and

WHEREAS, the Court has caused said steamship and her freight pending at the termination of said voyage to be appraised, and said appraisers have returned their appraisement to said Court appraising said steamship and her freight pending at Two Hundred Eighty-six Thousand, Two Hundred Twenty-five and 10/100 Dollars (\$286,225.10), and a stipulation for said appraised amount, duly approved, has been filed in this court, and the Court has ordered that a monition issue against all persons claiming damage for any loss, damage or injury arising on said voyage of said steamship where occasioned or caused by the said collision, or otherwise, to appear and make due proof of their respective claims.

You are, therefore, commanded to cite all persons claiming damages for any damage, loss or injury arising out of or upon that certain voyage of the steamship "Princess Victoria" commencing at Vancouver, B. C., Dominion of Canada, on August 25, 1914, at eleven o'clock P. M., and ending at Seattle, Washington, on August 26, 1914, at about ten o'clock

A. M., whether occasioned by the collision between the steamship "Princess Victoria" and the steamship "Admiral Sampson" which occurred on the morning of August 26, 1914, while said steamship "Princess Victoria" was on the aforesaid voyage, or otherwise, to [14] appear before said Court and make due proof of their respective claims before A. C. Bowman, a United States Commissioner, at his office in the Central Building, room number 536, City of Seattle, on or before the 15th day of December, 1914, at ten o'clock in the forenoon, and you are also commanded to cite such claimants to appear and answer the allegations of the libel and petition herein on or before said last-named date, or within such further time as this Court may grant, and to have and recover such relief as may be due, and what you have done in the premises, do you then make return to this Court, together with this writ.

WITNESS the Honorable JEREMIAH NET-
ERER, Judge of said court, at the City of Seattle,
in the Northern Division of the Western District of
Washington, this 3d day of September, in the year
of our Lord one thousand nine hundred and fourteen
and of the independence of the United States one
hundred and thirty-eight.

[Seal]

FRANK L. CROSBY,

Clerk.

By Ed. M. Lakin,

Deputy Clerk, U. S. Dist. Court, Western Dist. of
Washington. [15]

Return on Service of Writ of Monition.

United States of America,
Western District of Wash.,—ss.

I hereby certify and return that I served the annexed Monition on W. C. Morrow, Jones & Riddell, Proctors for libelant in the case of Alaska Pacific S. S. Co. vs. S. S. "Princess Victoria" etc., by handing to and leaving a true and correct copy thereof with Richard Saxe Jones, representing the said W. C. Morrow, Jones & Riddell personally at Seattle, Wash., in said District on the 4th day of September, A. D. 1914.

(Signed) JOHN M. BOYLE,
U. S. Marshal.

By H. V. R. Anderson,
Deputy.

Marshal's fees \$2.12.

[Indorsed]: Monition. Filed in the U. S. District Court, Western Dist. of Washington, Northern Division, Sep. 9, 1914. Frank L. Crosby, Clerk. By S. E. Leitch, Deputy. [16]

United States District Court for the Western District of Washington, Northern Division.

IN ADMIRALTY—No. 2829.

In the Matter of the Petition of the CANADIAN PACIFIC RAILWAY COMPANY, a Corporation of the Dominion of Canada, Owner of the Steamship "PRINCESS VICTORIA," for Limitation of Liability.

Answer of Fireman's Fund Insurance Company.

The answer of Fireman's Fund Insurance Company, a corporation, claimant herein, to the libel and petition of the Canadian Pacific Railway Company, a corporation, owner of the S. S. "Princess Victoria," in a cause of limitation of liability, civil and maritime, admits, denies and alleges, as follows:

I.

Claimant admits the allegations of paragraph I of said petition.

II.

Claimant admits that portion of paragraph II of said petition alleging that on the 25th day of August, 1914, about the hour of 11 o'clock P. M., said S. S. "Princess Victoria" left the port of Vancouver, in the Province of British Columbia, Dominion of Canada, with passengers and cargo, bound for the port of Seattle, State [17] of Washington.

Claimant is ignorant as to the truth or falsity of the remaining allegations of said paragraph, and for that reason demands that strict proof of the same be made.

III.

Answering unto the allegations of paragraph III of said petition, claimant admits that while on said voyage from the Port of Vancouver, at about — o'clock on the morning of August 26th, 1914, said S. S. "Princess Victoria" encountered considerable fog and smoke; admits that at least after passing Double Bluff, and prior to reaching Point No Point, the fog-whistle of a vessel was heard to the star-

board of the "Princess Victoria"; admits that the two steamers came into collision, the port side of the "Admiral Sampson," at a point about opposite her after hatch, coming into collision with the bow of the "Princess Victoria," inflicting considerable damage to both vessels, as a result of which the steamer "Admiral Sampson" sank shortly afterward, some of her crew and passengers being drowned, and her entire cargo lost; admits that said "Princess Victoria" was also severely damaged by reason of said collision, a large hole about twenty feet in length and several feet in width being stove in her bow; admits that notwithstanding such damage the "Princess Victoria," after using every effort to save the passengers and crew of the "Admiral Sampson," and after having saved a large portion thereof, succeeded in making the Port of Seattle under her own steam, where she was lying at the time of filing of said petition. [18]

Claimant denies that portion of said paragraph alleging that upon encountering said fog, and at all times in said petition mentioned, a competent and careful lookout was kept and maintained; denies that upon encountering said fog said steamship "Princess Victoria" proceeded with caution; denies that upon hearing the whistle of said steamship "Admiral Sampson," and determining that the same was proceeding from an approaching vessel, the fog-whistles of the "Princess Victoria" were quickened, and her engines were stopped and put astern in order to check the headway of said steamship, and to bring her to a standstill in the water; denies that shortly

thereafter the said approaching steamer, which proved to be the steamship "Admiral Sampson," suddenly emerged from the fog, going at a high rate of speed on a course directly across the bow of the "Princess Victoria."

Claimant is ignorant as to the truth or falsity of the remaining allegations of said paragraph, and for that reason demands that strict proof of the same be made.

IV.

Claimant denies the allegations of paragraph IV of said petition, and in that behalf alleges that the combined value of said S. S. "Princess Victoria," and her pending freight and passenger money for said voyage after said collision and at the close of said voyage was the sum of Two Hundred and Eighty-six Thousand Two Hundred and Twenty-five (286,225) Dollars.

V.

Claimant denies each and every of the allegations of paragraph V of said petition. [19]

VI.

Answering unto the allegations of paragraph VI of said petition, claimant denies that said collision happened, and the loss, damage and injury above referred to were done, occasioned and incurred without fault on the part of the petitioner, and without its privity or knowledge.

VII.

Answering unto the allegations of paragraph VIII of said petition, claimant denies that all and singular the premises are true.

Further answering unto the allegations of said petition, claimant avers:

I.

That it is and was during all the times herein mentioned a corporation duly organized and existing under and by virtue of the laws of the State of California, and was and is engaged in the business, *inter alia*, of marine insurance.

II.

That it has duly made and filed its claim for the losses sustained by it by reason of the collision referred to herein with the Honorable A. C. Bowman, the commissioner duly appointed by this Court.

III.

That it is informed and believes, and so alleges the fact to be that the aforementioned collision between said steamships "Princess Victoria" and "Admiral Sampson" [20] off Point No Point, State of Washington, was caused by the unlawful and negligent navigation of the said steamship "Princess Victoria" in that at the time of said collision she was, and for a long time prior thereto had been, enveloped in a dense fog, and during all of said times was running at a high and unlawful speed, and was not maintaining the proper watch and lookout required by law, and did not, as required by the laws and rules of navigation governing said vessel, stop her engines on first hearing the fog signals of the "Admiral Sampson," and then navigate with caution until the danger of collision was over.

IV.

That it is informed and believes, and so alleges

the fact to be that said collision, and the loss of said steamship "Admiral Sampson," and all of her cargo, including that hereinafter referred to, was done, occasioned and incurred with the privilege and knowledge of said petitioner and J. W. Troup, the managing officer thereof, in that said collision was caused and contributed to by said "Princess Victoria" running at an unlawful and excessive rate of speed in said fog, which violation of the law and rules of navigation governing said vessel was in accordance with the usual and customary navigation of said steamship while running in fog, and all of which was well known to, permitted and authorized by petitioner and J. W. Troupe, the managing officer thereof.

V.

That it was the insurer against loss by perils of the seas, including collision, of a large quantity of [21] merchandise laden on board, and totally lost by the sinking, of said steamship "Admiral Sampson"; that by reason of said loss of said cargo it was compelled to pay, and has paid, the owners thereof, the full value of the same, and has, by reason of such payment, become subrogated to all of the rights of said cargo owners against petitioner for the value of said cargo.

That the following is a list of said cargo owners, and a statement of the value of said cargo;

| Name of Owners. | Value of Cargo Lost. |
|--------------------------------------|----------------------|
| Alaska Gastineau Mining Company..... | 26,147.00 |
| Turner & Pease Co., Inc..... | 370.00 |
| Seward Commercial Company..... | 59.00 |

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| | |
|--|----------|
| Washington Mattress Company..... | 55.00 |
| H. S. Emerson Company, Inc..... | 217.00 |
| Lindberg Grocery Company..... | 75.00 |
| C. N. Young Company..... | 751.00 |
| Mrs. Jessie Ellsworth..... | 86.00 |
| Northwest Grocery Company..... | 39.00 |
| Valdez Brewing & Bottling Company..... | 296.00 |
| Charles Goldstein..... | 239.00 |
| S. Blum & Company..... | 601.00 |
| H. J. Raymond Company..... | 23.00 |
| Krielsheimer Brothers..... | 1,416.00 |
| Augustine & Kyer..... | 278.00 |
| Stewart & Holmes Drug Company..... | 32.00 |
| Schwabacher Hardware Company..... | 341.00 |
| Julius Jensen..... | 163.00 |
| Scandinavian Grocery Company..... | 92.00 |
| J. H. Finley & Company..... | 127.00 |

[22]

VI.

That the total loss of said cargo shipped and totally lost on board said S. S. "Admiral Sampson" by said unlawful and negligent navigation of said steamship "Princess Victoria," was the sum of thirty-one thousand, four hundred and seven (31,407) dollars; that by reason of said loss, and of claimant's insurance against the same, and the payment to the owners of said cargo of a full indemnity therefor, claimant is entitled to have and recover judgment against petitioner herein said sum of Thirty-one Thousand, Four Hundred and Seven (31,407) Dol-

lars, together with legal interest thereon from the date of said collision.

VII.

That all and singular the premises are true, and within the admiralty and maritime jurisdiction of the United States and of this Honorable Court.

WHEREFORE, claimant prays that this Honorable Court will deny the prayer of said petitioner for a limitation of liability, and will condemn said petitioner to pay unto claimant the losses and damages hereinabove set forth, with interest and costs, and will otherwise right and justice administer in the premises.

McCUTCHEM, OLNEY & WILLARD,
BALLINGER, BATTLE, HULBERT &
SHORTS,

Proctors for Claimant. [23]

State of Washington,
County of King,—ss.

Frank G. Taylor, being first duly sworn, on oath, deposes and says:

That he is the agent of Fireman's Fund Insurance Company, a corporation, claimant in the above-entitled action, and makes this verification for and on behalf of said corporation; that he has read the foregoing answer, knows the contents thereof, and that he believes the same to be true.

FRANK G. TAYLOR.

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Subscribed and sworn to before me this 26 day of January, 1915.

[Seal] R. G. DENNY,
Notary Public in and for the County of King, State
of Washington.

(Filed Jan. 27, 1915.) [24]

*In the District Court of the United States for the
Western District of Washington, Northern
Division.*

IN ADMIRALTY—No. 2829.

In the Matter of the Petition of the CANADIAN
PACIFIC RAILWAY COMPANY, a Cor-
poration of the Dominion of Canada, Owner
of the Steamship "PRINCESS VICTORIA,"
for Limitation of Liability.

**Stipulation Re Collision Between "Princess Vic-
toria" and "Admiral Sampson," etc.**

IT IS HEREBY STIPULATED AND AGREED
by, between and among:

FIRST PARTY:

Canadian Pacific Railway Company, a corpora-
tion, petitioner above named, owner of the steam-
ship "Princess Victoria."

SECOND PARTY:

Pacific Alaska Navigation Company, a corpora-
tion, one of the claimants herein and charterer of
the steamship "Admiral Sampson."

THIRD PARTY:

Alaska Pacific Steamship Company, a corpora-

tion, one of the claimants herein, and owner of the steamship "Admiral Sampson."

FOURTH PARTY:

St. Paul Fire & Marine Ins. Co., General Marine Ins. Co. of Dresden, Ltd., Aetna Ins. Co. of Hartford, Sea Ins. Co., Ltd., Western Assurance Co., World Marine & General Ins. Co., Ltd., Standard Marine Ins. Co., Ltd., Phoenix Assurance Co., Ltd., of London, Canton Ins. Office Ltd., North China Ins. Co., Ltd., Union Marine Ins. Co., Ltd., British and Foreign Marine Ins. Co., Ltd., Fireman's Fund Ins. Co., Yang-Tsze Ins. Assn., Ltd., Manheim Ins. Co. of Manheim, Germany, La Fonciere Compagnie D'Assurances, Federal Ins. Co., The Marine Ins. Co., Ltd., and Atlantic Mutual Insurance Co., claimants herein, commonly known as cargo claimants.

By their respective proctors of record, as follows:

I.

That in determining the rights of fourth party herein, it may be and is admitted by the parties hereto that the collision between the steamship "Princess Victoria" and the "Admiral Sampson" on August 26, 1914, as set forth in the petition herein, and all the loss and damage approximately resulting therefrom, was caused by the mutual fault and negligence of both of said vessels. [25].

II.

Second party, third party and fourth party hereto hereby consent and agree that in so far as the rights of fourth party, the said cargo claimants, are concerned, a decree may be entered in this cause limit-

ing the liability of the petitioner, the said first party.

III.

First party, second party, and third party hereby agree that no portion of the claims of the second party and / or third party shall be paid by first party until the claims of fourth party, the said cargo claimants, have been paid in full.

IV.

First party, second party and third party do not hereby admit the correctness of the amounts of the respective claims of fourth party, the said cargo claimants, as filed herein, and it is agreed that the amounts of such claims, in the event the same cannot be agreed upon by the parties hereto, shall be established by the said cargo claimants in the proceeding by competent proof.

DATED, at Seattle, Washington, this 26th day of August, 1915.

BOGLE, GRAVES, MERRITT & BOGLE,

Proctors for First Party.

GROSSCUP & MORROW,

JONES & RIDDELL and

IRA A. CAMPBELL,

Proctors for Second Party.

GROSSCUP & MORROW,

JONES & RIDDELL and

IRA A. CAMPBELL,

Proctors for Third Party.

McCUTCHEN, OLNEY & WILLARD,

IRA A. CAMPBELL,

BALLINGER, BATTLE, HULBERT & SHORTS,

Proctors for Fourth Party.

*In the United States District Court for the Western
District of Washington, Northern Division.*

IN ADMIRALTY—No. 2829.

In the Matter of the Petition of the CANADIAN
PACIFIC RAILWAY COMPANY, a Cor-
poration of the Dominion of Canada, Owner
of the Steamship "PRINCESS VICTORIA,"
for Limitation of Liability.

Interlocutory Decree.

A libel and petition having been filed herein on the 29th Day of August, 1914, by the Canadian Pacific Railway Company, a corporation of the Dominion of Canada, as owner of the Steamship "Princess Victoria," under the provisions of Sections 4283 to 4285 of the Revised Statutes of the United States and the several Acts and Statutes amendatory thereof and supplemental thereto, for the limitation of its liability for any and all loss, destruction, damage or injury of whatsoever kind occasioned by or resulting from, or in connection with, the collision of the said steamship "Princess Victoria" with the steamship "Admiral Sampson," which occurred on the 26th day of August, 1914; and

The said Canadian Pacific Railway Company having also contested any and all liability resulting from or in connection with said collision, independently of the limitation of liability so claimed as aforesaid, and having, pursuant to the order of this court, filed a stipulation for the value of the said steamship "Princess Victoria" in the sum of Two

Hundred [27] Eighty-six Thousand, Two Hundred Twenty-five and 10/100 Dollars (\$286,225.10) for the benefit of all persons awarded damages by reason of said collision; and

This Court having heretofore, to wit, on the 3d day of September, 1914, issued a monition against all persons claiming damages for any loss, destruction, damage or injury occasioned by or on account of said collision, and requiring all such persons to appear before this Court and make due proof of their respective claims, before the Honorable A. C. Bowman, Commissioner of this court, at his office in the Central Building, in the City of Seattle, Washington, on or before the 15th day of December, 1914; and

Public Notice of said monition having been duly given as required by law and the practice of this court, and the said commissioner having duly made and filed his report, wherein and whereby it appears that certain claims therein enumerated, and no others, have been presented pursuant to said monition, and the matter having come on to be heard by the court, upon the libel and petition of said Canadian Pacific Railway Company, and the answers thereto of certain claimants who filed answers therein contesting the prayer of said petitioner for a limitation of its liability, and testimony having been offered in support of the said petition, and due deliberation having been had; now, on motion of Messrs. Bogle, Graves, Merritt & Bogle, proctors for the Canadian Pacific Railway Company;

It is ORDERED, ADJUDGED and DECREED that the said petitioner, Canadian Pacific Railway

Company, is entitled to a limitation of its liability, as provided by the Act of Congress, approved March 3, 1851, and embodied in Sections 4283 to 4285 of the Revised Statutes of the United States and the various Acts and Statutes amendatory thereof and supplemental thereto; [28]

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the liability of the said petitioner for any loss, damage, injury or destruction occasioned by or resulting from the aforesaid collision, be, and the same is, hereby limited to the sum of Two Hundred Eighty-six Thousand, Two Hundred and Twenty-five and 10/100 (\$286,225.10), being the amount of the stipulation for the value of the said steamship "Princess Victoria," filed herein by the said petitioner.

Done in open court this 5th day of November, A. D. 1915.

JEREMIAH NETERER,
Judge.

[Endorsements]: Interlocutory Decree. Filed in the U. S. District Court, Western Dist. of Washington, Northern Division. Nov. 5, 1915. Frank L. Crosby, Clerk. By E. M. L., Deputy. [29]

*In the District Court of the United States for the
Western District of Washington, Northern
Division.*

IN ADMIRALTY—No. 2829.

In the Matter of the Petition of the CANADIAN
PACIFIC RAILWAY COMPANY, a Cor-
poration of the Dominion of Canada, Owner
of the Steamship "PRINCESS VICTORIA,"
for Limitation of Liability.

Stipulation Re Amounts of Cargo Claimants, etc.

IT IS HEREBY STIPULATED AND AGREED
by, between and among:

FIRST PARTY:

Canadian Pacific Railway Company, a corpora-
tion, petitioner above named, owner of the Steam-
ship "Princess Victoria,"

SECOND PARTY:

Pacific Alaska Navigation Company, a corpora-
tion, one of the claimants herein and charterer of
the Steamship "Admiral Sampson."

THIRD PARTY:

Alaska Pacific Steamship Company, a corpora-
tion, one of the claimants herein, and owner of the
Steamship "Admiral Sampson."

FOURTH PARTY:

St. Paul Fire & Marine Ins. Co., General Marine
Ins. Co. of Dresden, Ltd., Aetna Ins. Co. of Hart-
ford, Sea Ins. Co., Ltd., Western Assurance Co.,
World Marine & General Ins. Co., Ltd., Standard

Marine Ins. Co., Ltd., Phoenix Assurance Co., Ltd., of London, Canton Ins. Office, Ltd., North China Ins. Co., Ltd., Union Marine Ins. Co., Ltd., British and Foreign Marine Ins. Co., Ltd., Fireman's Fund Ins. Co., Yang-Tsze Ins. Assn., Ltd., Manheim Ins. Co. of Manheim, Germany, La Fonciere Compagnie D'Assurances, Federal Ins. Co., The Marine Ins. Co., Ltd., and Atlantic Mutual Insurance Co., claimants herein, commonly known as cargo claimants,

By their respective proctors of record, as follows:

I.

That in pursuance of a written stipulation between the parties hereto dated August 26, 1915, the amounts of the respective claims of fourth parties, the said cargo claimants, as filed herein [30] have been investigated, and it is agreed that the principal amounts of such claims are as follows:

| | |
|---|------------|
| St. Paul Fire & Marine Ins. Co..... | \$3,660.92 |
| General Marine Ins. Co. of Dresden, Ltd.. | 50.00 |
| Aetna Ins. Co. of Hartford..... | 4,033.20 |
| Sea Ins. Co. Ltd..... | 833.08 |
| Western Assurance Co..... | 518.00 |
| World Marine & General Ins. Co. Ltd.... | 649.00 |
| Standard Marine Ins. Co. Ltd..... | 630.00 |
| Phoenix Assurance Co. Ltd. of London... | 360.00 |
| Canton Ins. Office Ltd..... | 1,998.69 |
| North China Ins. Co. Ltd..... | 248.00 |
| Union Marine Ins. Co. Ltd..... | 25.00 |
| British and Foreign Marine Ins. Co. Ltd.. | 1,573.20 |
| Fireman's Fund Ins. Co..... | 31,392.04 |
| Yang-Tsze Ins. Assn. Ltd..... | 1,112.00 |

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| | |
|--|----------|
| Manheim Ins. Co. of Manheim, Germany . . | 406.25 |
| La Fonciere Compagnie D'Assurances | 25.00 |
| Federal Ins. Co. | 285.70 |
| The Marine Ins. Co. Ltd. | 1,214.80 |
| Atlantic Mutual Ins. Co. | 960.00 |

II.

Fourth parties contend that they are entitled to recover in addition to the principal amount of their respective claims as aforesaid, interest thereon at the rate of six per cent (6%) from the several dates of payment of the items constituting such respective claims, and fourth parties further contend that they are also entitled to recover their taxable costs. First, second and third parties deny the right of fourth parties to recover interest and costs as contended for by fourth parties.

III.

The Court may enter a decree allowing fourth parties the principal amounts of their respective claims as aforesaid, giving same preference over other claims, as provided for in paragraph III of said stipulation dated August 26, 1915, and the question of the rights of fourth parties to recover interest and costs as aforesaid shall be submitted to the Court for determination, each party hereto reserving the right to appeal from the decision of the Court upon the question so submitted, it being further agreed that if interest and costs as aforesaid [31] are allowed, the same shall have the preference over other claims as provided for in paragraph III of the said stipulation, dated August 26, 1915.

Dated, at Seattle, Washington, this 12th day of June, A. D. 1916.

BOGLE, GRAVES, MERRITT & BOGLE,

Proctors for First Party.

IRA A. CAMPBELL,
GROSSCUP & MORROW,
JONES & RIDDELL,

Proctors for Second Party,

IRA A. CAMPBELL,
GROSSCUP & MORROW,
JONES & RIDDELL,

Proctors for Third Party.

McCUTCHEN, OLNEY & WILLARD,

IRA A. CAMPBELL,

BALLINGER, BATTLE, HULBERT & SHORTS,

Proctors for Fourth Party.

(Filed Aug. 24, 1916.) [32]

*In the District Court of the United States for the
Western District of Washington, Northern Di-
vision.*

No. 2829.

In the Matter of The Petition of the CANADIAN
PACIFIC RAILWAY COMPANY, a Cor-
poration of the Dominion of Canada, Owner
of the Steamship "PRINCESS VICTORIA"
for Limitation of Liability.

Order and Decree.

This matter coming before the Court on the 12th day of June, 1916, upon the stipulation of the parties, dated June 12, 1916 and the Court having heard the

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argument of counsel for the respective parties and being fully advised in the premises.

NOW, THEREFORE, IT IS HEREBY ORDERED and DECREED that the claims of the respective cargo claimants be fixed and allowed as follows:

| | |
|---|-------------|
| St. Paul Fire & Marine Ins. Co..... | \$ 3,660.92 |
| General Marine Ins. Co. of Dresden, Ltd.. | 50.00 |
| Aetna Ins. Co. of Hartford..... | 4,033.20 |
| Sea Ins. Co. Ltd..... | 833.08 |
| Western Assurance Co..... | 518.00 |
| World Marine & General Ins. Co. Ltd..... | 649.00 |
| Standard Marine Ins. Co. Ltd..... | 630.00 |
| Phoenix Assurance Co. Ltd. of London... | 360.00 |
| Canton Ins. Office Ltd..... | 1,998.69 |
| North China Ins. Co. Ltd..... | 248.00 |
| Union Marine Ins. Co. Ltd..... | 25.00 |
| British and Foreign Marine Ins. Co. Ltd.. | 1,573.20 |
| Firemen's Fund Ins. Co..... | 31,392.04 |
| Yang-Tsze Ins. Assn. Ltd..... | 1,112.00 |
| Manheim Ins. Co. of Manheim, Germany.. | 406.25 |
| La Fonciere Compagnie D'Assurances... | 25.00 |
| Federal Ins. Co..... | 285.70 |
| The Marine Ins. Co. Ltd..... | 1,214.80 |
| Atlantic Mutual Ins. Co..... | 960.00 |

[33]

IT IS FURTHER ORDERED and DECREED that the above-named claimants have judgment against the Canadian Pacific Railway Company, Petitioner above-named and the American Surety Company, a corporation, surety on petitioner's release bond, for the full amount of their respective

claims, as above allowed, with costs and interest from June 12, 1916, but without interest prior to said date.

Done in open court this 24th day of August, 1916.

EDWARD E. CUSHMAN,

Judge.

Each of the above-named cargo claimants, except the St. Paul Fire and Marine Insurance Company and the Atlantic Mutual Insurance Company, by their proctors of record, hereby except to the provisions of the foregoing decree, disallowing interest upon their respective claims prior to June 12, 1916.

Exception allowed.

Dated this 24th day of August, 1916.

EDWARD E. CUSHMAN,

Judge.

(Filed Aug. 24, 1916.) [34]

*In the District Court of the United States for the
Western District of Washington, Northern
Division.*

IN ADMIRALTY—No. 2829.

In the Matter of the Petition of the CANADIAN PACIFIC RAILWAY COMPANY, a Corporation of the Dominion of Canada, Owner of the Steamship "PRINCESS VICTORIA," for Limitation of Liability.

Notice of Appeal.

To Messrs. Bogle, Graves, Merritt & Bogle, Proctors
for Petitioner, Canadian Pacific Railway Com-
pany

To Messrs. Grosseup & Morrow, and Jones & Rid-
dell, Proctors for Pacific Alaska Navigation
Company and Alaska Pacific Steamship Com-
pany, Claimants herein, and

To Frank L. Crosby, Clerk of the Above-entitled
Court:

YOU AND EACH OF YOU WILL PLEASE
TAKE NOTICE, That Fireman's Fund Insurance
Company, a corporation, one of the claimants in the
above-entitled proceeding, hereby appeals to the
United States Circuit Court of Appeals for the Ninth
Circuit from that portion of the final order and
decree made and entered herein on the 24th day of
August, 1916, refusing and disallowing interest upon
the principal amount of said claimant's claim, to wit,
\$31,392.04, prior to June 12, 1916.

Dated at Seattle, Washington, August 24th, 1916.

McCUTCHEN, OLNEY, WILLARD,

IRA A. CAMPBELL,

BALLINGER, BATTLE, HULBERT &
SHORTS,

Proctors for Claimant and Appellant, Fireman's
Fund Insurance Company.

[Endorsed]: Copy of within Notice of Appeal received and due service thereof acknowledged this 24th day of August, 1916.

BOGLE, GRAVES, MERRITT & BOGLE,
Proctors for Canadian Pacific Railway.
GROSSCUP & MORROW,
JONES & RIDDELL,

Proctors for Pacific Navigation Co. and Alaska
Pacific Steamship Co.

(Filed Aug. 24, 1916.) [35]

*In the District Court of the United States for the
Western District of Washington, Northern
Division.*

IN ADMIRALTY—No. 2829.

In the Matter of the Petition of THE CANADIAN
PACIFIC RAILWAY COMPANY, a Cor-
poration of the Dominion of Canada, owner
of the Steamship "PRINCESS VIC-
TORIA," for Limitation of Liability.

Cost Bond on Appeal.

KNOW ALL MEN BY THESE PRESENTS:
That we, Fireman's Fund Insurance Company, a
corporation organized and existing under the laws
of the State of California, as Principal, and Hart-
ford Accident & Indemnity Company, a corporation
organized under the laws of the State of Connecticut
and authorized to transact business as surety within
the Western District of the State of Washington, as
surety, are held and firmly bound unto Canadian
Pacific Railway Company, petitioner herein, Pacific
Alaska Navigation Company, a corporation, and

Alaska Pacific Steamship Company, a corporation, claimants herein, in the sum of Two Hundred and Fifty Dollars (\$250), to be paid unto said petitioner and claimants, for the payment of which well and truly to be made we bind ourselves, our and each of our successors and assigns, jointly and severally, firmly by these presents.

Signed and dated at Seattle, Washington, this 24th day of August, 1916.

The conditions of this obligation are such, that whereas, Fireman's Fund Insurance Company as appellant has prosecuted an appeal to the United States Circuit Court of Appeals for the Ninth Circuit from a portion of an order and decree of the above-entitled court signed and entered herein on the 24th day of August, 1916; [36].

NOW, THEREFORE, If the above named Fireman's Fund Insurance Company, Appellant, shall prosecute its said appeal to effect and pay the costs if the appeal is not sustained, then this obligation shall be void; otherwise the same shall be and remain in full force and effect.

FIREMAN'S FUND INSURANCE COMPANY.

By FRANK G. TAYLOR,

Its General Agent.

HARTFORD ACCIDENT & INDEMNITY
COMPANY.

By B. C. SHORTS,

Its Attorney in Fact.

[Seal]

Attest: R. C. ATKINSON,

Its Attorney in Fact.

Approved.

EDWARD E. CUSHMAN,

District Judge.

Notice of Filing Cost Bond on Appeal.

To Messrs. Bogle, Graves, Merritt & Bogle, Proctors for Canadian Pacific Railway Company, a corporation, Petitioner herein;

Messrs. Grosscup & Morrow, and Jones and Riddell, Proctors for Alaska Pacific Steamship Company and Pacific Alaska Navigation Company, Claimants herein:

YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE, That Fireman's Fund Insurance Company, claimant herein, as appellant, has this day filed in the office of the clerk of the District Court of the United States for the Western District of Washington, Northern Division, its Cost Bond on Appeal, which said bond is executed by it as principal and by Hartford Accident & Indemnity Company, a corporation, as surety, and that the address, residence, and [37] principal place of business of R. C. Atkinson, who attested as attorney in fact for said surety the said bond, is office No. 607, Hoge Building, Seattle, Washington, and that the address, residence and principal place of business of B. C. Shorts, who executed said bond as attorney in fact for said surety, is office No. 901 Alaska Building, Seattle, Washington.

Dated at Seattle, Washington, August 24th, 1916.

McCUTCHEN, OLNEY & WILLARD,

IRA A. CAMPBELL,

BALLINGER, BATTLE, HULBERT,
SHORTS,

Proctors for Appellant, Fireman's Fund Insurance Company.

[Endorsed]: Copy of within Bond and Notice received and due service thereof acknowledged this 24th day of August, 1916.

BOGLE, GRAVES, MERRITT & BOGLE,
Proctors for Canadian Pacific Railway Company.

GROSSCUP & MORROW,
JONES & RIDDELL,

Proctors for Pacific Alaska Navigation Co. and
Alaska Pacific Steamship Co.

(Filed Aug. 24, 1916.) [38]

*In the District Court of the United States for the
Western District of Washington, Northern Divi-
sion.*

IN ADMIRALTY—No. 2829.

In the Matter of the Petition of THE CANADIAN
PACIFIC RAILWAY COMPANY, a
Corporation of the Dominion of Canada,
Owner of the Steamship "PRINCESS
VICTORIA," for Limitation of Liability.

Assignment of Errors.

Comes now the Fireman's Fund Insurance Com-
pany, one of the claimants in the above-entitled pro-
ceeding and appellant herein, and says that in the
decision and final order and decree in this cause
there is manifest and material error, and said appel-
lant now makes, files and presents its Assignment
of Errors on which it relies, to wit:

I.

That the District Court erred in refusing and

disallowing the Fireman's Fund Insurance Company interest upon its claim in the principal sum of \$31,392.04 prior to June 12, 1916, in the order and decree of the District Court signed and entered on the 24th day of August, 1916.

Said appellant files and presents this its Assignment of Errors and prays that such disposition be made thereof as is in accordance with the law and the statutes of the United States thereto relating, and said appellant prays a reversal of that portion of the aforesaid order and decree heretofore made and entered in this proceeding and appealed from by this appellant refusing and disallowing its interest upon its claim prior to June 12, 1916, and appellant further prays for such other and further relief as shall be deemed meet and equitable. [39]

Dated at Seattle, Washington, this 24th day of August, 1916.

McCUTCHEN, OLNEY, WILLARD,
IRA A. CAMPBELL,
BALLINGER, BATTLE, HULBERT &
SHORTS,

Proctors for Appellant and Claimant, Fireman's
Fund Insurance Company.

(Filed Aug. 24, 1916.) [40]

*In the District Court of the United States for the
Western District of Washington, Northern Divi-
sion.*

IN ADMIRALTY—No. 2829.

In the Matter of the Petition of THE CANADIAN
PACIFIC RAILWAY COMPANY, a
Corporation of the Dominion of Canada,
Owner of the Steamship "PRINCESS
VICTORIA," for Limitation of Liability.

Stipulation as to Contents of Apostles on Appeal.

WHEREAS, Fireman's Fund Insurance Com-
pany, a corporation, one of the claimants in the
above-entitled proceeding, has pursuant to Rule 3
of the Rules in Admiralty of the United States Cir-
cuit Court of Appeals for the Ninth Circuit exercised
its option to state and has stated in its notice of
appeal herein that it desires only to review one ques-
tion involved in this proceeding, which question is
clearly and succinctly stated in its notice of appeal,

NOW, THEREFORE, In pursuance of Section 3
of Rule 4 of the aforesaid Rules in Admiralty, it is
hereby stipulated by and between the proctors for
the undersigned parties that the Apostles on Appeal
may contain only such papers and proceedings as
are necessary to review the question raised by the
appeal of said Fireman's Fund Insurance Company,
the same being:

1. Petition of Canadian Pacific Railway Com-
pany and Motion.

2. Answer and Claim of Fireman's Fund Insurance Company.

3. Stipulation between Canadian Pacific Railway Company, Fireman's Fund Insurance Company, and others, dated August 26, 1915.

4. Decree of Limitation of Petitioner's Liability.

5. Stipulation between Canadian Pacific Railway Company, Fireman's Fund Insurance Company, and others, dated June 12, 1916.

6. Decree and Order of the District Court dated August 24, [41] 1916.

7. Notice of Appeal by Fireman's Fund Insurance Company.

8. Cost Bond on Appeal of Fireman's Fund Insurance Company, and Notice of Filing Same.

9. Assignment of Errors of Fireman's Fund Insurance Company.

10. This stipulation.

Dated at Seattle, Washington, this 24th day of August, 1916.

BOGLE, GRAVES, MERRITT & BOGLE,
Proctors for Canadian Pacific Railway Company.

GROSSCUP & MORROW,
JONES & RIDDELL,

Proctors for Pacific Alaska Navigation Company
and Alaska Pacific Steamship Company.

McCUTCHEN, OLNEY & WILLARD,
IRA A. CAMPBELL,

BALLINGER, BATTLE, HULBERT,
SHORTS,

Proctors for Appellant, Fireman's Fund Insurance
Company.

We, the proctors for appellant herein, hereby expressly waive the provisions of the Act of Congress approved Feb. 13, 1911, relating to appeals, and direct that the appeal in this cause be prosecuted in accordance with the rules and practice of the U. S. Circuit Court of Appeals for the Ninth Circuit.

McCUTCHEN, OLNEY, WILLARD,
IRA A. CAMPBELL,
BALLINGER, BATTLE, HULBERT,
SHORTS,

Proctors for Appellant, Fireman's Fund Insurance
Company. [42]

**Certificate of Clerk U. S. District Court to Apostles
on Appeal.**

United States of America,
Western District of Washington,—ss.

I, Frank L. Crosby, Clerk of the United States District Court for the Western District of Washington, do hereby certify the foregoing pages numbered from 1 to 42 inclusive, to be a full, true, and correct and complete copy of so much of the record, papers and other proceedings in the above and foregoing-entitled cause as are necessary to the hearing of said cause in the United States Circuit Court of Appeals for the Ninth Circuit, and as is called for by the stipulation of proctors herein, as the same remain of record and on file in the office of the clerk of said District Court, and that the same constitutes the Apostles on Appeal to the said United States Circuit Court of Appeals for the Ninth Circuit from the United States District Court for the Western District of Washington.

I further certify the following to be a full, true and correct statement of all expenses, costs, fees and charges incurred and paid in my office on or behalf of the appellant for making record, certificate and return to the United States Circuit Court of Appeals for the Ninth Circuit, in the above-entitled cause, to wit:

| | |
|---|---------|
| Clerk's fee (Sec. 828 R. S. U. S.) for making record, certificate or return, 82 folios at 15¢ | \$12.30 |
| Certificate of Clerk to transcript of record 2 folios @ 15¢ | .30 |
| Seal to said certificate | .20 |
| <hr/> | |
| Total..... | \$12.80 |

I hereby certify that the above cost of preparing and certifying record amounting to \$12.80 has been paid to me by Messrs. McCutchen, Olney & Willard, Ira A. Campbell, and Ballinger, Battle, Hulburt & Shorts, Proctors for appellant.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the [43] seal of said District Court at Seattle, in said District, this 25th day of August, A. D. 1916.

[Seal] FRANK L. CROSBY,
Clerk United States District Court, Western District of Washington. [44]

*In the District Court of the United States for the
Western District of Washington, Northern Divi-
sion.*

IN ADMIRALTY—No. 2829.

In the Matter of the Petition of THE CANADIAN
PACIFIC RAILWAY COMPANY, a
Corporation of the Dominion of Canada,
Owner of the Steamship "PRINCESS
VICTORIA," for Limitation of Liability.

Notice of Appeal.

To Messrs. Bogle, Graves, Merritt & Bogle, Proctors
for Petitioner, Canadian Pacific Railway Com-
pany.

To Messrs. Grosscup & Morrow, and Jones & Rid-
dell, Proctors for Pacific Alaska Navigation
Company and Alaska Pacific Steamship Com-
pany, Claimants herein, and

To Frank L. Crosby, Clerk of the Above-entitled
Court:

YOU AND EACH OF YOU WILL PLEASE
TAKE NOTICE, That Fireman's Fund Insurance
Company, a corporation, one of the claimants in the
above-entitled proceeding, whereby appeals to the
United States Circuit Court of Appeals for the Ninth
Circuit from that portion of the final order and de-
cree made and entered herein on the 24th day of
August, 1916, refusing and disallowing interest upon
the principal amount of said claimant's claim, to wit,
\$31,392.04, prior to June 12, 1916.

Dated at Seattle, Washington, August 24th, 1916.

McCUTCHEN, OLNEY & WILLARD,
IRA A. CAMPBELL,
BALLINGER, BATTLE, HULBERT &
SHORTS,

Proctors for Claimant and Appellant, Fireman's
Fund Insurance Company. [45]

[Endorsed]: No. 2829. In the United States
District Court, for the Western District of Washing-
ton, Northern Division. In Admiralty. In the
Matter of the Petition of the Canadian Pacific Rail-
way Company, a corporation of the Dominion of
Canada, Owner of the Steamship "Princess Vic-
toria," for Limitation of Liability. Notice of Ap-
peal. Filed in the U. S. District Court, Western
Dist. of Washington, Northern Division. Aug. 24,
1916. Frank L. Crosby, Clerk. By F. L. C.,
Deputy.

Copy of within Notice of Appeal received and due
service thereof acknowledged this 24th day of Au-
gust, 1916.

BOGLE, GRAVES, MERRITT & BOGLE,
Proctors for Canadian Pacific Railway Co.
GROSSCUP & MORROW,
JONES & RIDDELL,

Proctors for Pacific Alaska Navigation Co., and
Alaska Pacific Steamship Co.

[Endorsed]: No. 2850. United States Circuit
Court of Appeals for the Ninth Circuit. Fireman's
Fund Insurance Company, a Corporation, Claimant

of the Steamship "Princess Victoria," Her Engines, etc., Appellant, vs. Canadian Pacific Railway Company, a Corporation of the Dominion of Canada, Owner of the Steamship "Princess Victoria," Her Engines, etc., Pacific Alaska Navigation Company, a Corporation, and Alaska Pacific Steamship Company, a Corporation, Claimants, Appellees. In the Matter of the Petition of the Canadian Pacific Railway Company, a Corporation of the Dominion of Canada, Owner of the Steamship "Princess Victoria," for Limitation of Liability. Apostles on Appeal. Upon Appeal from the United States District Court for the Western District of Washington, Northern Division.

Filed August 28, 1916.

F. D. MONCKTON,

Clerk of the United States Circuit Court of Appeals,
for the Ninth Circuit.

By Paul P. O'Brien,

Deputy Clerk.